

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Request for Proposal**Solicitation Number: **GL5019**Due Date: **01/04/05 at 3:00PM**

Date Sent: November 24, 2004

**Agency Contract**

Goods and services to be  
purchased:

**TRAFFIC ADAPTIVE SIGNAL CONTROL****Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

**Solicitation Number: GL5019**

**Due Date: 01/04/05**

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**Vendor Name:**

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**BID DESCRIPTION: See Request for Proposal Specifications 5.2.6 Pricing Matrix**

Reference: RX 810 56000000063  
Commodity: 55088

**Ship To:**            **Statewide**

**FREIGHT CHARGES**

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)  <div><input type="checkbox"/> Small package/Ground</div> <div><input type="checkbox"/> LTL(Less than truck load) NMFC Class # _____ NMFC Item # _____</div> <div><input type="checkbox"/> Truckload</div> <div><input type="checkbox"/> Air</div> <div><input type="checkbox"/> Other (Please specify)</div>	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.
- 2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.
- 3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- 4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
- 6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
- 7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.
- 8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
  1. Nonperformance of contractual requirements;
  2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
    1. Exercise any remedy provided by law;
    2. Terminate this contract and any related contracts or portions thereof;
    3. Impose liquidated damages, if liquidated damages are listed in the contract;
    4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

**TRAFFIC ADAPTIVE SIGNAL CONTROL SYSTEM FOR SALT LAKE CITY**

**REQUEST FOR PROPOSAL  
(RFP)**

**SOLICITATION GL5019**

**EXECUTIVE SUMMARY**

**Project Name:** Traffic Adaptive Signal Control Pilot Project

**Requested Product:** Utah Department of Transportation (UDOT) will implement a Traffic Adaptive Signal Control system as a pilot study. Additional sites may be implemented at a later date. This RFP may result into a multi-year contract.

**Operating Location:** Salt Lake City area

**State Purchasing Agent:** David Gill  
3150 State Office Building, Capital Hill  
Salt Lake City UT 84114-1061  
Phone Number: (801) 538-3254  
Fax Number: (801) 538-3882  
E-mail: [dgill@utah.gov](mailto:dgill@utah.gov)

**UDOT Purchasing Agent:** Denice McCarthy  
Phone Number: (801) 965-4761  
Fax Number: (801) 965-4073  
E-mail: [dmccarthy@utah.gov](mailto:dmccarthy@utah.gov)

*Note: All questions or inquiries pertaining to this Proposal shall be directed (via e-mails) to the above UDOT Purchasing Agent.*

**Contract Type:** Fixed Cost Contract

**Bid Closing Date:** January 4, 2005 at 3:00 PM Mountain Time

**Est. Contract Award Date:** January 25, 2005

**Est. Performance Period:** January 25, 2005 – December 31, 2007

# **TRAFFIC ADAPTIVE SIGNAL CONTROL PILOT PROJECT REQUEST FOR PROPOSAL (RFP)**

## **SECTION 1: PROJECT OVERVIEW AND GENERAL REQUIREMENTS/INFORMATION**

### **1.1 Background and Scope**

#### **1.1.1 Background**

This project serves to establish a Traffic Adaptive Signal Control System (ASCS) to a set of signal-controlled intersections in Summit County. The signals begin on SR-224 at Kimballs Junction and contain all of the intersections to in Park City and out to Comstock on SR-248. The essential components of the system shall be:

- system software to provide central or distributed algorithmic intelligence
- high reliability real-time detectors
- traffic signal controller and cabinet modification or replacement
- communication between detectors, controllers, system control, and UDOT's Traffic Operations Center
- Database for traffic data, timings, system effectiveness

#### **1.1.2 Scope**

The goal of the project is to deploy a system that meets or exceeds expectations, so that it will serve as a “showcase” for future installation. These expectations are articulated as a set of objectives that will serve the goals. The system, as installed, will meet or exceed each of the following objectives:

1.1.2.1 The new ASCS will embrace 12 existing signal controlled intersections on the major arterial SR-224, in Summit County, Utah on the following intersections:

- SR-224 and I-80 (Kimballs Junction)
- SR-224 and Kilby Road
- SR-224 and Winter Sports Park
- SR-224 and Bear Hollow Drive
- SR-224 and The Canyons
- SR-224 and Thaynes Canyon

- SR-224 and Holiday Road
- SR-224 and SR-248
- SR-224 and Deer Valley
- Deer Valley Drive and Bonanza
- SR-248 and Bonanza
- SR-248 and Comstock

1.1.2.2 The ASCS will be integrated so that it is accessible from the Traffic Operations Center, 2060 South 2760 West Salt Lake City, UT .

1.1.2.3 Detector failure of only 15% has been shown to degrade ASCS's to fixed-time capability. The detection will therefore provide high reliability and have low maintenance requirements.

1.1.2.4 The intense detector requirements associated with all ASCS's will be so implemented that fault detection is provided on-line.

1.1.2.5 The system will be installed so that special event intervention is obviated.

1.1.2.6 Detector data will be accessible in real-time formats from an accessible database.

1.1.2.7 The data provided by the ASCS will be collected, collated, and archived by the ASCS for traffic analysis.

1.1.2.8 Currently, there is copper interconnect from the intersection of Bear Hollow and SR-224 to the remaining signals in park City. A project to install fiber optic cable from the intersection of SR-224 and Wintersportspark to all of the intersections into Park City is planned for this year. The schedule for the fiber optic installation is not set at this time.

### 1.1.3 Ongoing Construction

Construction at intersections that are within the confines of the project may be underway during the project. Offerors shall accommodate these activities through incorporating them into the schedule and work plan. The information at the time of writing is:

- Summit County is Planning to Realign Old Ranch Road with Sun Peak Drive to facilitate a 4-way signalized intersection this next summer (2005).
- The Developer of the Bear Hollow Village Project is being required to pay for a signal for the intersection of Bobsled



Drive/Cutter Lane and SR-224 as soon as it is warranted. The intersection is expected to warrant a traffic signal in 2005.

- Also, we have recently had discussions with the Canyons Ski Resort to realign the intersection of Canyons Resort Drive and Park West Village into a 4 way signal. This may be possible in 2006.

## **1.2 RFP Introduction**

- 1.2.1 The purpose of this RFP is to solicit proposals from firms interested in providing the Utah Department of Transportation (UDOT) with an Adaptive Signal Control System (ASCS). This RFP is designed to provide interested Offerors with sufficient information to submit proposals that are responsive to the requirements of this request. This RFP does not intend to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence product or service capability.
- 1.2.2 Once proposals have been received, they will be initially reviewed for firms meeting the stated qualification requirements (reference paragraph 1.3) and for responsiveness to the proposal submittal requirements identified in section 5 of the RFP. Proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determination "best value", using the evaluation criteria defined in section 5 of the RFP.
- 1.2.3 A contract will be established with the Offeror whose proposal has been determined to be the "best value" for the State. It is anticipated that this RFP may result in a single contract award.
- 1.2.4 The contract resulting from this RFP will be for a period of two years. The contract may be extended beyond the original contract period for up to an additional three years at the State's discretion and by mutual agreement (or) the contract may not be extended beyond the original contract period.
- 1.2.5 There is no guarantee this contract will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract if that is in the best interest of the State.
- 1.2.6 Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>
- 1.2.7 The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Utah Department of

Transportation. The reference number for the transaction is Solicitation GL5019. This number shall be referenced to on all proposals, correspondence, and documentation relating to the RFP. . Answers will be given via an addendum posted on the Division of Purchasing website.

**1.3 Offeror Qualification Requirements** The Offerors, to be considered for this RFP, shall meet or exceed the following minimum requirements:

1.3.1 The Contractor will have demonstrable experience in ASCS installations with a minimum of two successful installations in North America. Contractor will furnish minimum of 3 references.

1.3.2 Five years of work experience in advanced transportation software systems.

1.3.3 Current applicable professional license(s).

**1.4 Definition of Terminology:** This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

Adaptive Signal Control System (ASCS) – an on-line traffic signal control system that responds in real-time to traffic detected also in real-time

Contractor – successful Offeror who enters into a binding contract.

Determination – a decision by UDOT’s Source Selection Evaluation Team, and endorsed by the Procurement Manager, including finding of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

Desirable – the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

Evaluation Team Recommendation – a written recommendation prepared by the Procurement Manager and the evaluation team for submission to State Purchasing for contract award, containing all written determinations resulting from the evaluation of proposals, based on predetermined criteria.

Finalist – an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the evaluation team.

Mandatory – the terms “must”, “shall”, “will”, “is required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

Offeror – any person, corporation, partnership, or joint venture that chooses to submit a proposal.

Procurement Manager – person or designee authorized by the Agency to manage or administer procurements requiring the evaluation of competitive sealed proposals.

Request for Proposals – or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals. See UDOT website

Responsible Offeror – Offeror who submits a responsive proposal and who has furnished, as required, data to prove that these financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

Responsive Offer or Responsive Proposal – offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

Source Selection Evaluation Team (SSET) – body or committee appointed by the Utah Department of Transportation management, consisting of at least three members, to perform the evaluation of Offeror proposals.

## **1.6 Reference Documents**

- 1.6.1 Manual of Uniform Traffic Control Devices (MUTCD) 2003 dated November 1, 2003,
- 1.6.2 Utah Department of Transportation, Traffic Operations Center, Guidelines and procedures update; Subject: timing of traffic signals , accepted 10-8-03; sections G, H, and J.
- 1.6.3 Utah Department of Transportation, Standard Specification, Section 01554, Traffic Control.

## **SECTION 2: TECHNICAL PROJECT REQUIREMENTS**

### **2.1 ASCS FUNCTIONAL REQUIREMENTS**

- 2.1.1 The system will control traffic efficiently and safely. Traffic efficiency is defined by:
- Delay and journey times will be no greater than those under the existing regime, for non-event traffic conditions.
  - The onset of congestion will be delayed and the recovery from congestion will be earlier when compared to the performance of the existing regime.
  - With proper system maintenance, the system timing plans will age significantly slower than the existing fixed-time timing plans would, were it to continue.
- 2.1.2 It will be so configured that the timing plans will adjust to traffic fluctuations without the need for operator over-ride.
- 2.1.3 The ASCS will operate “24/7” in such a way that State Traffic Engineers will not have to monitor the system on a minute by minute basis.
- 2.1.4 The ASCS implementation will function at a level so that all those associated with its operation will have been trained so that they have the ability and understanding needed to pass on their training to a UDOT Engineer in Training (“EIT”) within 5 working days.
- 2.1.5 The system, its facilities and options will be so configured that traffic engineers equipped with a thorough understanding of its methodological basis, will be able to expand the ASCS capabilities in line with their own growing competencies.
- 2.1.6 The system will have the capability of assigning priority to transit vehicles so that signal timings remain optimized, which although not activated during system installation, will remain available for future implementation.
- 2.1.7 The system will have the capability of pre-emption for emergency vehicles so that signal-timing optimization is automatically recovered. This feature will not be activated during system installation, but will remain available for future implementation.
- 2.1.8 The ASCS system offered by the proposer shall be the latest version available at the time of the bidding
- 2.1.9 Offeror will describe additional software packages that are not included with the base ASCS but that facilitate the use of the ASCS.

### **2.2 SOFTWARE FUNCTIONAL REQUIREMENTS**

- 2.2.1 The ASCS shall be accessible from the Traffic Operations Center.
- 2.2.2 The ASCS shall maintain second-by-second communication from The Traffic Operations Center to the traffic signal controllers.
- 2.2.3 The ASCS shall display adaptive control information at the Traffic Operations Center. Such information shall include at a minimum:
- Cycle times
  - Offsets
  - Split allocation
  - Phase length
  - Demand dependent phase activation
  - Double cycling activation
  - Queue length
  - Congestion
  - Global parameters
  - Default settings
  - Detector fault warnings
- 2.2.4. The traffic effectiveness of the ASCS, in terms of overall delay and journey time, will perform the same or better than the existing signal control system, under normal (non-event) conditions. See Task 3.2.5.5
- 2.2.5. The ASCS will have the ability to store and archive real-time detector data for off-line analysis, in a readable format readily accessible to operators and analysts.
- 2.2.6. The ASCS will be installed in a simple configuration that can be utilized incrementally thereby allowing the operators time to become accustomed to its capabilities and learn its full potential.
- 2.2.7. The Offeror will discuss methods to integrate ASCS with other signal systems. The discussion will include the amount of effort the integration would require. The level of integration can be as minimal as receiving information in the existing software, showing the status of the ASCS or as extensive as the complete control of one system by the other.
- 2.2.8. ASCS should operate on the a State standard operating system. The state standard is either Windows, Llinux or Unix based operating systems.

## **2.3 CONTRACTOR FUNCTIONAL REQUIREMENTS**

- 2.3. The Contractor shall assume complete responsibility for the project management, system engineering and design, installation, start-up and operational performance testing as per

the requirements of this specification. The Contractor's responsibilities include, but are not limited to the following:

- 2.3.1. The Contractor shall designate a Project Manager, located in Utah's Wasatch Front, who will be the single point of contact for the management and coordination of all aspects of the Contractor's work.
- 2.3.2. The Contractor shall supervise and coordinate the installation, configuration and testing of all system components.
- 2.3.3. The Contractor is responsible for verifying the functionality of the detection. UDOT will provide an inventory of the available detection for the purposes of bidding the project. This is not a guarantee of the functionality of the existing detection.
  - 2.3.3.1. The Contractor will provide the functional status of the detection report for each intersection as soon as possible after the project begins.
  - 2.3.3.2. Any supplemental detection needed based upon the inventory will be video detection.
- 2.3.4. The Contractor shall complete and submit all documentation for the system(s), including:
  - 2.3.4.1. Operation and maintenance manuals
  - 2.3.4.2. Engineering drawings
  - 2.3.4.3. Test plans and procedures
  - 2.3.4.4. Other materials required to fully define an operational system.
- 2.3.5. The Contractor shall provide monthly documentation outlining progress in the installation, testing and certification of all equipment as described in contract.
- 2.3.6. The Contractor shall provide with the proposal an implementation plan illustrating major milestone events and the proposed date for completion of said events.
- 2.3.7. The Contractor shall keep road(s) open to traffic during the work or provide and maintain detour roads as directed by UDOT.
  - 2.3.7.1. The Contractor will submit a Management Of Traffic (MOT) plan to Ritchie Taylor, UDOT Region Two Traffic Engineer, for review and acceptance 2 weeks prior to beginning any work that will affect traffic flow.

Ritchie Taylor,

Region 2, Utah Department of Transportation,  
2060th 2760 West, Salt Lake City, UT 84104,  
Telephone (801) 887-3717.

- 2.3.7.2. The Contractor shall keep publicly and privately used roadways in a condition that safely accommodates traffic 24 hours a day and 7 days a week. All roads will remain open during the peak hours as determined by the UDOT Region Two Traffic Engineer. See 2.3.7.1.
- 2.3.7.3. The Contractor shall provide traffic control in compliance with the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Traffic Control provisions of the Specifications, and the Traffic Control Plans.
- 2.3.7.4. The Contractor shall not park equipment and vehicles, or store materials in the median on divided roadways or within 10 feet from the outside edge of the driving lane.
- 2.3.7.5. Failure to comply with Maintenance of Traffic plan is cause for the Department to take action to meet the safety requirements of this specification. Department deducts its costs incurred in such action from money due. See 2.3.7.1.
- 2.3.7.6. The Contractor will co-ordinate with the Utah Department of Transportation Traffic Operations Center. Reference Document 1.6.3: SECTION 01554, TRAFFIC CONTROL
- 2.3.8. The Contractor will provide UDOT with the number of required video detection units required 30 days before installation is required.
- 2.3.9. The Contractor will notify the UDOT TOC prior to implementing lane restrictions.
- 2.3.10. The Contractor may close one lane on SR-224 north bound between the hours of 9:00AM and 10:00PM. The Contractor may close one lane on SR-224 south bound between the hours of 7:00AM and 3:30PM.
- 2.3.11. The Contractor shall be responsible for the maintenance of the traffic signal timing during the installation of the ASCS. The Contractor shall provide a spare controller to the TOC loaded with the appropriate ASCS software. The spare controller will be able to replace a controller on the ASCS system and run as an ASCS controller.
  - 2.3.11.1. The Contractor will explain the amount of maintenance, in addition to signal timing, they will provide during the ASCS installation. The maintenance plan will include the following

2.3.11.1.1. Equipment that will be maintained by the Contractor

2.3.11.1.2. Hours they will be available to assist with emergencies.

2.3.11.1.3. Number of persons available to assist with emergencies

### **3.0 TRAINING REQUIREMENTS, WORK PLAN, AND SCHEDULE**

3.1. Training Requirements: Training shall consist of providing qualified instructors and all materials for training UDOT personnel in the operation and maintenance of the equipment and components of the ASCS furnished under this contract.

3.1.1. Training elements shall consist of

3.1.1.1. A minimum of 8 hours of formal classroom training

3.1.1.2. A minimum of 40 hours of “hands-on” training.

3.1.2. Training procedures shall be as follows:

3.1.2.1. “Hands-On” training will involve UDOT personnel chosen by Mark Taylor working in the field and on the software to help calibrate and fine tune the system

3.1.2.2. The formal classroom training shall take place after complete installation of all field equipment, software, and communications.

3.1.2.3. The Contractor shall develop and submit training course outlines and samples of all training materials to the Project Manager for approval at least forty-five (45) days prior to the proposed scheduled start of the classroom training sessions.

3.1.2.4. Written approval of this material from the project manager shall be required prior to the final scheduling of the training sessions and the final production of the training materials.

3.1.2.5. Training shall not begin until after approval of the submitted training material, and a minimum of 10 working days after acceptance of the training materials.

3.1.2.6. All classroom-training sessions shall be conducted at the UDOT Traffic Operations Center, 2060 South 2760 West, Salt Lake City, UT 84104

3.1.3. Classroom training shall include the following

3.1.3.1. Classroom training will be limited to no more than 12 students per session to maximize individual interaction.

3.1.3.2. Each session shall provide a basic understanding of the equipment and subsystems and their operation and maintenance.



3.1.3.3. The training sessions described under this item shall include training on the use of the any test equipment that the Contractor recommends.

3.1.3.4. High Level training:

3.1.3.4.1. Theory of operation,

3.1.3.4.2. Changes and uses of hardware,

3.1.3.4.3. Integration of detection

3.1.3.5. Background on concepts of equipment / subsystems.

3.1.3.6. Explanation of the ASCS theoretical structure.

3.1.3.7. Demonstration of system calibration and validation.

3.1.3.8. Background explanation of system features for future deployment.

3.1.3.9. Procedures for installing and expanding the system.

3.1.3.10. Basic trouble-shooting and fault determination procedures, including use of test equipment.

3.1.3.11. Preventative maintenance procedures and schedules.

3.1.3.12. Training will include how Utah DOT personnel can extend the network.

3.1.3.13. Detailed operator instruction showing how to operate the system functions from within the Traffic Operations Center

3.1.4. “Hands – On” will be up to 5 UDOT designated personnel working with the Contractor to install, configure and calibrate the ASCS. It will include the following where applicable.

3.1.4.1. Initial set up of the controller, software, and detection.

3.1.4.2. Controller, software and detector calibration procedures.

3.1.4.3. Software configuration procedures

3.1.4.4. Changing the settings in the controllers to accommodate, adjust and troubleshoot the ASCS.

3.2. Project Work Plan: The Contractor shall prepare a work plan after award of the contract for the project composed of 6 sub-tasks detailed below.

3.2.1. Contractor will prepare a report detailing the management plan. The management plan will detail the following

3.2.1.1. Personnel to be assigned

- 3.2.1.2. Agency personnel involvement
- 3.2.1.3. Work schedule in chart form
- 3.2.2. Contractor will prepare a report detailing existing control regime and needed modifications. The report will detail the following:
  - 3.2.2.1. Existing traffic signal control system.
  - 3.2.2.2. Existing detector status and locations verified from the provided inventory (2.3.3.1).
  - 3.2.2.3. Existing controllers and cabinets.
  - 3.2.2.4. Existing communications infrastructure.
- 3.2.3. The Contractor will report on the proposed hardware, software, and communications modifications needed to make the ASCS operational. The report will include the following.
  - 3.2.3.1. The existing detectors that are acceptable and the planned detector installations, locations, and type.
  - 3.2.3.2. Planned controller and cabinet replacements.
  - 3.2.3.3. Location for system software and hardware.
  - 3.2.3.4. Planned communication infrastructure changes.
  - 3.2.3.5. Planned software and communications facilities modifications, replacements, and construction requirements.
  - 3.2.3.6. Any optional facilities or unlisted items on this list
- 3.2.4. Design Detector Layouts: The Contractor shall review existing detectors and design new ASCS detectors, as needed.
  - 3.2.4.1. The Contractor will verify the detector locations and status.
  - 3.2.4.2. The Contractor will prepare plans and estimates requirements for installation and configuration of the new detectors.
  - 3.2.4.3. If the Contractor chooses video detection, the Contractor shall give a number of video detection systems they need. The Contractor shall plan for at least 30 days lead time to receive the video detection systems.
- 3.2.5. System Evaluation: The Contractor shall implement a certification regimen upon completion of equipment installation and testing at each intersection. The test will certify the viability of the following:

3.2.5.1. Central or distributed system software.

3.2.5.2. Each system real-time detector

3.2.5.3. Traffic signal controller modified or replaced

3.2.5.4. Communication between detectors, controllers, system control, and the TOC

3.2.5.5. The system evaluation will show that the traffic impacts of the installation are no worse than the existing signal control regime. The system shall be implemented so that the optimization algorithms can be de-activated while data continues to be collected and reported to facilitate a “with-without” approach. The Contractor will carry out the following traffic impact studies:

<b>Interval</b>	<b>Journey-Time (seconds)</b>	<b>Performance Requirement</b>	<b>Intersection Delay – LOS study</b>	<b>Performance Requirement</b>
AM Peak	5 runs “with”; 5 runs “without”	Mean Journey Time no significant increase	the intersection of SR-224 and SR-248 “with” and “without”	LOS unchanged or better
PM Peak	5 runs “with”; 5 runs “without”	Mean Journey Time no significant increase	the intersection of SR-224 and SR-248 “with” and “without”	LOS unchanged or better
Week end	5 runs “with”; 5 runs “without”	Mean Journey Time no significant increase	the intersection of SR-224 and SR-248 “with” and “without”	LOS unchanged or better

3.2.6. Other requirements:

3.2.6.1. Contractor shall document any other requirements deemed necessary for the operation of the system.

3.2.6.2. The Contractor shall complete a written work plan and deliver 5 copies to the Project manager within 20 working days of the notice to proceed.

3.2.6.3. The Contractor will present the work plan orally to the Project manager within 5 working days of submitting the written work plan.

3.2.6.4. UDOT shall provide written comments or approval within 5 working days of the oral presentation

3.2.6.5. If UDOT has comments the Contractor shall work to alleviate those comments and obtain written approval from UDOT before any work begins.

### 3.3. Project Schedule

3.3.1. The Offeror shall provide a schedule for the bid (2.3.6) breaking out as a minimum the tasks of inventory, detection design, detection construction, system implementation and system evaluation.

3.3.2. Upon receiving the notice to proceed the Contractor shall submit a CPM schedule in conjunction with the work plan with more detail gathered from the information that was found during the investigation of the system.

3.3.3. The schedule shall break out tasks such that no task will take longer than 30 calendar days.

3.3.4. The schedule shall include a gantt chart.

3.4. Implement System Contractor shall implement system in accordance with the approved Work plan.

## **SECTION 4: PRICING**

4. The price of the system will include the following

4.1. UDOT Shall provide the following

4.1.1. UDOT will provide the cost for the video detection. (sec. 2.3.3.2)

4.1.2. UDOT will provide an inventory of the existing detection.

4.2. Offeror shall provide the following

4.2.1. Offeror will show the price for controller replacements

4.2.2. Offeror will show the price for cabinet Replacements

4.2.3. The Offeror will show the costs of the software for 12 intersections.

4.2.4. The Offeror will show a table of price breaks for the software based upon the number of intersections installed up to 600 intersections.

4.2.5. The Offeror will show the price for additional software packages that facilitate the use of the ASCS if available.

- 4.2.6. Offeror will show the cost of the optional maintenance, per year, for the system as a whole including any software upgrades.
- 4.2.7. Offeror will show the price for installation, calibration, and field adjustments of the software and any video detection that may be required.
- 4.2.8. Offeror will show the cost to verify the detection, communication, and hardware status in the field for the 12 intersections.
- 4.2.9. Offeror will show the cost of training based upon hours by category and deliverable.
- 4.2.10. Offeror will show the cost of Maintenance Manuals, engineering drawings, test plans, and procedures and other materials required.
- 4.2.11. Offeror will show the cost of training for UDOT's personnel to use the software that supports the system.
- 4.2.12. Offeror will show the cost of Evaluation of System

## **SECTION 5: PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

- 5. Organization of Proposal: to be deemed responsive to this RFP, the Offeror must divide their proposal into a preliminary section and the body.
  - 5.1. The preliminary section shall contain the RFP form, Executive Summary, Certification and Letters:
    - 5.1.1. The State's RFP form shall be completed and signed by a representative authorized to bind the Offeror.
    - 5.1.2. The one or two page executive summary is to briefly describe the Offeror's proposal. The summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. Members of the evaluation team should be able to determine the essence of the proposal by reading the executive summary. Proprietary information request should be identified in the section. The executive summary shall contain a statement confirming the proposal is a firm offer.
    - 5.1.3. Certifications and Letters:
      - 5.1.3.1. Copy of applicable professional license(s) (refer to paragraph 1.3.2)
  - 5.2. The body of the proposal will comprise the following six sections as followed.

- 5.2.1. **Company Profile** This section shall include an organizational chart indicating the names of all persons to be assigned to the project, their areas of expertise and the percent of time they will be assigned to the project. A detailed description of projects similar in design and scope to the proposed project shall also be included
- 5.2.2. **Technical Proposal.** . Offerors will describe the ASCS and will show how it meets the minimum requirements. Any additional features that exceed the minimum requirements can be detailed.
- 5.2.2.1. Overall Technical Proposal: The Offerors shall describe technical side of ASCS including the proposed detection technology including reliability, accuracy, and maintenance aspects of the proposed design. The description shall be accompanied by an explanation of how the plan is justified.
- 5.2.3. **Training and Technology Transfer Plan.** The description of past projects relating to the current proposed project shall be considered for the evaluation.
- 5.2.4. **The Work Plan** shall comprise:
- 5.2.4.1. Detailed but brief narrative description of the scope, effort, and approach the Offerors will use to accomplish the ASCS
- 5.2.4.2. Complete inventory of all assets to be used in performing the work
- 5.2.4.3. List of subcontractors, including qualifications, areas of responsibility and estimated percentage of work
- 5.2.5. **Schedule:** The schedule will be detailed and will show how the system integration will be coordinated with system installation. (Section 3.3.) Each task shall be independently represented.

5.2.6. **Pricing.** This section shall include a cost proposal with cost estimates arranged as follows:

Contractor Name: \_\_\_\_\_

Proposal Requirements	Item	Unit	Unit Cost	Number	Total
Hardware	Controllers (4.2.1)	Each	\$		
	Video Detection (4.1.1)	Each	\$		
	Cabinet Replacement (4.2.2)	Each	\$		
Software	Software License for 12 (4.2.3)	Lump	\$		
	License price for XX	Lump	\$		
	License price for XX inter.	Lump	\$		
	License for intersections up to 600 intersections (4.2.4)	Lump	\$		
	Software packages (4.2.5)	Each	\$		
	System maintenance (4.2.6)	Year	\$		
Work Plan	Field Calibration (4.2.7)	Hours	\$		
	Verify Existing Intersection Configuration, and Communication (4.2.8)	Hours	\$		
Training	Classroom Training (4.2.9)	Hours	\$		
	Manuals(4.2.10)	Lump	\$		
	Software Training (4.2.11)	Hours	\$		
Evaluation	System Evaluation (4.2.12)	Lump	\$		

5.2.6.1. The license fee shall cover system software upgrades should they become available during the duration of the contract. Offerors shall explain their system software upgrade pricing policy.

5.3. **Preparation of Proposal:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the equipment and capabilities of the vendor. Emphasis should be on completeness and clarity of content

5.3.1. Proposals shall not exceed 50 pages in length, excluding tabs and covers, and the font size of the body text will be no smaller than 12 point

5.3.2. The State is not liable for any costs incurred by prospective Contractors prior to the issuance of any agreement or contract, nor will State pay for information solicited or obtained.

5.3.3. All technical and general questions or requests for clarification, regarding any aspect of the proposal must by email no later than December 10, 2004. Written

requests are preferred to be an e-mail to [dmccarthy@utah.gov](mailto:dmccarthy@utah.gov). Requests received after that date may not be considered.

5.3.4. The State reserves the right to amend this RFP at any time prior to the proposal due date. An addendum containing the revisions will be furnished to all prospective firms listed by the Division of Purchasing.

**5.4. Proprietary Information.** The proposal of the Contractor becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. Offerors must clearly identify in the executive summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The executive summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

## **5.5. Submission of Proposal**

5.5.1. In order to be considered for selection, Offerors must submit a response using the format specified in this RFP.

5.5.2. Proposals must be received by State Purchasing and stamped on or before January 4, 2005 at 3 PM. Proposals received after the deadline will be late and be ineligible to receive further consideration.

5.5.3. Each proposal must be submitted to Utah State Purchasing as an original with five (5) additional copies. Proposals should be sent to:

State of Utah Division of Purchasing  
3150 State Office Building, Capital Hill  
Salt Lake City, Utah 84114-1061

*The RFP reference number GL5019 must appear on the envelope containing your proposal.*

5.5.4. The State reserves the right to waive any informality in any proposal received, or negotiate changes with the Offeror, if it is in the State's best interest to do so.

5.5.5. The State reserves the right to reject any or all proposals received in response to this RFP.



## SECTION 6: PROPOSAL EVALUATION AND SELECTION PROCEDURES

- 6.1. **Objective.** The objective of the proposal evaluation and selection process is to select the Offeror whose proposal has the highest degree of credibility and whose performance can be expected to best meet the State's requirements at an affordable cost.
- 6.2. **Initial Evaluation.** Each proposal will first be evaluated against the mandatory proposal requirements (reference paragraph 1.2.2). Proposals that fail to comply with mandatory requirements will be rejected and will receive no further consideration.
- 6.3. **Detailed Evaluation.** A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.
- 6.3.1. **Source Selection Evaluation Team.** The team will be composed of at least four evaluators.
- 6.3.2. **Evaluation Criteria.** The following criteria with associated weights shall be used in the detailed evaluation.

Proposal Requirements	Technical Requirements	Evaluation Criteria	Weight (%)
Pricing	Not applicable		30
Offeror Qualifications <ul style="list-style-type: none"><li>• Past performance</li><li>• Personnel &amp; organization</li><li>• References</li></ul>	Not applicable		20
Overall Technical Proposal	<ul style="list-style-type: none"><li>• ASCS</li><li>• Software</li><li>• Detector</li><li>• Performance</li></ul>		30
Work Plan/Training	Work Plan	Project Approach to Contractor Requirements	5
	Training	Training Proposal	10

	Schedule	System Integration Time for completion	5
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6.4. **Criteria Scoring.** For all criteria, scoring will range from zero (non-responsive) to 10 (excellent). Raw scores will be multiplied by the relative weight to determine a score for each criterion.

6.5. **Oral Presentations.** Offerors' whose proposals are determined to be reasonably susceptible of being selected for contract award (a finalist) may be required to deliver oral presentations to the source selection committee. Presentations will be for the purpose of clarifying and understanding of requirements, technical/work approach, or other aspects of the proposal. Proposals may be accepted without oral presentations. Scoring will be finalized after oral presentations using the above criteria. Oral presentations will be made at the Offeror's expense.

#### 6.6. Selection

6.6.1. The Offeror achieving the highest overall score will be selected for contract award.

6.6.2. Unsuccessful Offerors shall be notified in writing.

6.6.3. A formal debriefing of the Offeror's proposal evaluation is not planned. Written questions pertaining to the Offeror's proposal are permitted and will be answered promptly in writing.

#### 6.7. Contract Award

6.7.1. The State of Utah Division of Purchasing will complete the contract award.

6.7.2. The contract will incorporate the Offeror's response and the original RFP.

## **Attachment C**

### **SPECIAL TERMS AND CONDITIONS**

- 1) **INVOICING**            CONTRACTOR shall submit invoices to STATE Project Manager:

Mark Parry, Project Manager  
Information Systems Services  
Utah Department of Transportation  
Box 140100  
Salt Lake City, Utah 84114-0100

The contract number shall appear on all invoices and correspondence.

Billings must be itemized, showing hours worked by each staff member with a clear definition of the project phase the work relates to. All billings must correlate to the project progress reports and submitted in a timely manner.

Upon approval of the invoice by the STATE Project Manager, payments will be processed every other week. STATE will remit payment by mail.

2) **WARRANTY**

- i)        a) The system shall be warranted for a minimum of three (3) years from date of delivery, or for one year from time of installation, whichever is longer. The system includes the computers and hardware unique to the ASCS system.
- b) The period of warranty coverage shall not be less than the manufacturers usual and customary warranty period.
- c) The agency, or the manufacturer's representative, may make minor warranty repairs with the consent of the manufacturer. The manufacturer will make all other warranty repairs. The Offeror will bear all costs including labor, parts, and shipping charges.
- d) Revisions, updates and new releases of the system, furnished software, and firmware shall be provided during the warranty period without additional costs. With the consent of the manufacturer, the agency shall assume responsibility for field installation of updates to systems that have been in use for more than 30 days.

3. **INSURANCE**    Prior to commencing work the Contractor shall provide the State with proof of insurance. The insurance policy shall provide coverage to the Contractor for bodily injury and property damage arising from the Contractor's negligent execution of the instructions, duties, obligations and projects assigned to it by the State. Liability and Property Damage Insurance Policy shall be \$1,000,000 aggregate minimum. The Contractor shall provide a Certificate of Insurance for each time period of this contract.

The Contractor shall provide adequate Fire and Comprehensive Insurance to cover the value of and the loss of use of the aircraft and other equipment used to fulfill the obligations of this contract.

All insurance coverage provided by the Contractor shall name the State of Utah, UDOT and its employees as additional insureds.

#### 4. TESTING, INTEGRATION, AND SUPPORT

- a) Each system shall be installed and field-tested for proper operation for 30 consecutive days. During the testing period, all equipment at the system location shall operate without failure of any type.
- b) If any component malfunctions or fails to provide the capabilities specified herein, the Offeror shall replace or repair the defective equipment within 48 hours of notification by the agency. Costs of correcting component malfunctions shall be borne by the Offeror.
- c) After the component malfunction has been corrected to the satisfaction of the agency, a new 30-day test period shall begin.
- d) The Offeror shall stock the necessary replacement products to maintain the ASCS system for the contract duration.

- 5. **PROGRESS PAYMENTS** Progress payments will be made, with 20% of the invoiced amount retained as a performance guarantee.
- 6. **FINAL PAYMENT** Final payment, including any amounts retained, shall be made 60 days after final sign off for each task and deliverable, such as file translation, custom computer programming or project records, and system test materials and documentation have been received and accepted by the STATE Project Manager as accurate and complete.
- 7. **PRICE GUARANTEES** The CONTRACTOR agrees the prices bid on services in this contract shall be guaranteed through completion of the project.
- 8. **NOTIFICATION** Notice given under this Contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to STATE:

\_\_\_\_\_  
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with copies to:

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9. **CHANGE IN PERSONNEL OR RESOURCES** No change in CONTRACTOR personnel or resource assigned to this project will be permitted without prior written approval of State's Project Manager.
10. **RESPONSIBILITY FOR WAGES** The CONTRACTOR is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.
11. **EMPLOYMENT OF STATE EMPLOYEES** The CONTRACTOR agrees not to engage in any way the services on this contract of any present or former STATE employee who was involved as a decision maker in the selection or approval process or who negotiated and/or approved billings or contract modification for this contract.
12. **NON-COMPETE AGREEMENTS** The CONTRACTOR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with CONTRACTOR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.
13. **CONFIDENTIAL INFORMATION**\_\_ To the extent work under this contract requires the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Contract, any specifications, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this Contract, except where required by law. CONTRACTOR agrees not to appropriate such information to their own use or disclose such information to other parties unless specifically authorized by the STATE in writing. The foregoing obligations, however, shall not apply to:
- 13.3. Information which, at the time of receipt by the CONTRACTOR, is in public domain.
- 13.4. Information which is published after receipt by the CONTRACTOR, or otherwise becomes part of the public domain through no fault of the CONTRACTOR.

13.5. Information which the CONTRACTOR can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.

13.6. Information which the CONTRACTOR can demonstrate was received from a third party who did not require the CONTRACTOR to hold such information in confidence.

14. **QUALITY OF SERVICES** CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.

No changes in the services to be provided by CONTRACTOR under this Contract shall be made without State's prior written approval.

15. **DEVELOPMENT STANDARDS** CONTRACTOR agrees that all software development tools used for design, development, source code control and programs, will follow STATE standard. All software development tools must receive prior approval by the Project Manager before being used in the development/design phase of the project.

16. **PROGRESS REPORTS** The CONTRACTOR will submit monthly progress reports following the format established by the STATE in sufficient detail to document the progress of the work and support the monthly claim for payment. The report is to be submitted at the same time as an invoice. Payments will not be made without a supporting progress report.

17. **CONFERENCES** The CONTRACTOR will prepare and present written information and studies to the STATE so it may evaluate the features and progress of the work. Either party may request a conference at a place designated by the STATE. The conferences shall also include inspection of the CONTRACTOR'S services and work products when requested by the STATE.

In regard to consultative work performed hereunder, the CONTRACTOR may be required to perform such additional work, during the warranty period, as is necessary to ensure any deliverable product hereunder meets the functional specifications as proposed by CONTRACTOR and approved by the STATE, or as otherwise agreed in writing as a part of this contract, without undue delays and without additional cost to the STATE.

18. **PROJECT REVIEWS** It is understood and agreed authorized representatives of STATE and, when federal Funds are used, the Federal Highway Administration, shall have the right to review and inspect the work in process, and the CONTRACTOR facilities, at any time during normal business hours or by appointment.

19. **RIGHT OF FUTURE DEVELOPMENT** The STATE reserves all rights to future development of this system, and is in no way required to obtain the services of the CONTRACTOR for these developments or release these developments to the CONTRACTOR.

20. **SIMILAR PRODUCTS** Should the STATE independently design, develop, or acquire ideas and concepts identical or similar to those provided by or contained in the CONTRACTOR's product. CONTRACTOR agrees this Contract shall not prevent STATE from using such ideas or concepts to design, develop, or acquire hardware or software for its use, provided STATE does not copy the CONTRACTOR's product.
21. **OWNERSHIP OF WORK PRODUCT** CONTRACTOR agrees that any and all work product shall be the sole and exclusive property of STATE.
- 21.3. CONTRACTOR further agrees that STATE is and shall be vested with all rights, title, and interests, including patent, copyright, trade secret, and trademark rights in CONTRACTOR's work product produced under this Contract. CONTRACTOR shall not encumber said work product in any way or act(s) inconsistent with State's title thereto.
- 21.4. CONTRACTOR is required to execute all papers including patent applications, inventing assignments, and copyright assignments, and otherwise shall assist STATE at State's expense to perfect in State's rights, and other interests in CONTRACTOR's work product expressly granted to STATE under this Contract. All services, information, computer elements, programs, reports and other deliverables, which may be created and patented or copyrighted under any resulting contract, are the property of STATE, and shall not be used or released by the CONTRACTOR or any other person, except with prior written permission of STATE. If any material including hardware or software which is currently held, patented or copyrighted becomes a functioning part of the product delivered, STATE must be notified in advance in writing. STATE will give written approval to proceed.
- 21.5. All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation to their further use. Cost to all the above items will be considered as included in the basic contract compensation of the work as described.
22. **INTELLECTUAL PROPERTY INDEMNITY** Upon State's written notification to CONTRACTOR, CONTRACTOR shall defend, at its expense, any claim against STATE alleging the Services, or any part thereof, infringe on any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country, and shall pay all costs and damages awarded. If an injunction against State's use, sale, lease, license, other distribution of the Services or Product, or any part thereof, results from such a claim (or, if STATE reasonably believes such an injunction is likely), CONTRACTOR shall, at its expense, (and in addition to the CONTRACTOR's other obligations hereunder) and as STATE requests, obtain for STATE the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement resulting solely from CONTRACTOR's compliance with State's detailed design specifications, where provided.
23. **FACILITIES AND MATERIALS** The CONTRACTOR and all personnel working under this contract shall not acquire, borrow, copy, or use in any manner software, documentation, or

data on any STATE data processing facility for use other than as required to complete this contract.

24. **SUSPENSION OF WORK** Should the STATE desire to suspend the work, but not terminate the contract, this will be done by written confirmation. The work may be reinstated upon two (2) weeks advance written notice from the STATE. The STATE understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.
25. **ASSIGNMENT OF CONTRACT** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assignable without prior written approval of STATE.
26. **FAILURE TO COMPLETE** At any time the CONTRACTOR determines the contract work cannot be completed within the specified time or budget, the CONTRACTOR must notified STATE in writing, immediately. The STATE may, at its sole discretion, extend the contract by written modification.
27. **NON-PERFORMANCE** If, at any time, CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR's proposal) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace individual(s) with a competent individual(s). This replacement must be approved by the STATE Project Manager. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.
28. **TERMINATION** The occurrence of any of the following constitutes a breach by CONTRACTOR unless corrected by CONTRACTOR within two (2) weeks. CONTRACTOR failure to perform services and/or deliver product on time.

Services performed and/or products delivered by CONTRACTOR do not conform to the terms set forth in this Contract.

CONTRACTOR fails to perform any material provision of this Contract.

CONTRACTOR assigns this Contract, or any obligation or rights hereunder. (The term "assign" to include, without limitation, a transfer of majority.)

CONTRACTOR sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of STATE.

CONTRACTOR becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONTRACTOR's assets.



CONTRACTOR shall cure any of the above breaches and notify STATE of such cure within two (2) weeks from receipt of a notice to cure from STATE. If CONTRACTOR fails to cure, STATE may terminate this Contract by giving CONTRACTOR written notice. STATE shall have no liability to CONTRACTOR thereafter except for payment of any balance due for conforming services performed prior to the date of State's notice to cure. STATE may, at its option and without regard to CONTRACTOR's ability to cure, terminate this Contract for cause in the event of any second or subsequent instances of the above breaches by CONTRACTOR.

**29. TERMINATION FOR OTHER THAN NON-PERFORMANCE** If the STATE terminates for reasons other than non-performance, the CONTRACTOR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects which overlap into the new fiscal year, the project will be automatically terminated on June 30<sup>th</sup> without written notice to contract.

**29. FORUM FOR ENFORCEMENT** Any controversy or claim arising out of, in connection with, or relating to this Contract or a breach thereof shall be settled by arbitration under the arbitration rules of the American Arbitration Association, Utah Board. The arbitration proceeding shall be governed by the Statutes of the State of Utah, and the proceeding shall be held in Salt Lake City, Utah. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

**30. DISPUTES** Any dispute arising under this Contract which is not resolved by the STATE and CONTRACTOR shall be decided by a court of law under the terms of Section 27. Forum for Enforcement. Pending settlement of the final decision by the court, CONTRACTOR shall proceed diligently with the performance of the Contract in accordance with State's direction.

**31. COOPERATION BETWEEN CONTRACTORS** The STATE reserves the right to contract for and perform other or additional work on associated with this contract. In this case each CONTRACTOR involved in shared work areas shall place all work files and elements on designated STATE project network drive, as well as coordinate with development of shared code, data, objects, etc., without interfering with or hindering the progress or completion of the work by the CONTRACTOR, other contractors, or STATE employees.

Where warranted, when separate concurrent contracts are awarded within the same work area, each CONTRACTOR shall submit a current realistic progress schedule that coordinates their work with the work of other contractors. Before the STATE accepts the schedules, each party shall have the opportunity to review all schedules. After review and consultation, the

STATE will determine acceptable schedules, which will then be incorporated into the contract for each CONTRACTOR.

Each CONTRACTOR involved accepts all liability, financial or otherwise, in connection with their contract and is responsible for any and all damages or claims that may arise because of interference, hindrance, delay or any other loss caused to other contractors working within the limits of the same work area, or to the STATE.